

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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SUSAN GRUBER,

Plaintiff/Counter Defendant-  
Appellant,

v

LAKE'S SUPER MARKET, INC., d/b/a LOUIE'S  
SUPER VALU FOODS,

Defendant/Counter Plaintiff-  
Appellee,

and

LOUIS J. MENEGUZZO, and JASON  
MENEGUZZO,

Defendants/Counter Plaintiffs.

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UNPUBLISHED

May 12, 2011

No. 298490

Houghton Circuit Court

LC No. 2008-014078-CZ

Before: RONAYNE KRAUSE, P.J., and SERVITTO and GLEICHER, JJ.

PER CURIAM.

Plaintiff appeals by right from the trial court's opinion and order of no cause of action for plaintiff following a bench trial arising out of plaintiff's complaint for breach of contract, conversion, and claim and delivery. We affirm.

The basic underlying facts are not in dispute. According to plaintiff's testimony, she worked for defendant Lake's Super Market, Inc. and its predecessor, eventually coming to manage the deli and bakery in the Lake Linden store. In May 2008, she was asked if she would lease the deli and bakery, and on August 29, 2008 plaintiff and defendant Lake's Super Market, Inc. entered into an agreement involving the running of the supermarket's bakery/deli department. The agreement, which stated that it was to begin May 5, 2008 and run through May 3, 2009, provided that defendant Lake's was to lease plaintiff the bakery and deli in return for the payment of \$300 a week, and subject to other conditions provided in the contract. According to the contract, plaintiff also received inventory valued by the parties at \$14,869.04, with this amount to be paid by plaintiff to defendant Lake's.

Amid allegations that plaintiff was stealing items from the meat department, which plaintiff admitted to defendants, plaintiff was escorted from the premises and thereafter no longer operated the bakery and deli. Defendant Lake's retained both the accounts receivable and the inventory, and plaintiff testified that she was not allowed to take some of her personal items with her. Plaintiff filed suit, and defendants filed a counter complaint alleging breach of contract.

The trial court found in a very thorough opinion, that even if plaintiff could establish breach of contract, she would not be entitled to damages. The trial court found that plaintiff could not recover for both loss of wages and profits and loss of inventory, because plaintiff would have had to use the inventory to run the business to generate her wages or profits. Citing *Corl v Huron Castings, Inc*, 450 Mich 620; 544 NW2d 278 (1996), the trial court further found that, to the extent plaintiff could demonstrate that she had not been paid for her past sales and had suffered losses of future wages, these damages would be fully offset by the amount she had received in unemployment benefits, to which she was not entitled as she was not defendant's employee. The trial court also found that defendant Lake's had not shown that it had been damaged as a result of plaintiff's alleged breach of contract, and entered a judgment of no cause of action on the complaint and counter complaint.

On appeal, plaintiff appears to maintain that the trial court did not address the issue of conversion of her personal property or the inventory she was forced to leave. However, plaintiff seems to base this assertion entirely on her breach of contract claim, and cites only law pertaining to damages for breach of contract.

Generally, in a bench trial, we review a trial court's findings of fact and determination of damages for clear error, *Alan Custom Homes, Inc v Krol*, 256 Mich App 505, 512; 667 NW2d 379 (2003); *Marshall Lasser, PC v George*, 252 Mich App 104, 110; 651 NW2d 158 (2002), and its conclusions of law de novo, *Krol*, 256 Mich App at 512. However, while plaintiff initially raised a claim for conversion, her trial brief focused solely on her claim for breach of contract. Likewise, plaintiff did not discuss either her claims of conversion or of claim and delivery during trial, and again argued only that she was entitled to damages due to defendant's breach of the parties' contract.

In addition, plaintiff provides no citation to authority on appeal discussing the elements of her claim for conversion or how they apply to the facts in the instant case, nor does she distinguish her various claims of loss and whether they are recoverable under a theory of conversion. She may not stake out her position on appeal "and leave it to this Court to discover and rationalize the basis for [her] claims, nor may [she] give issues cursory treatment with little or no citation of supporting authority." *Peterson Novelties, Inc v Berkley*, 259 Mich App 1, 14; 672 NW2d 351 (2003) (citations omitted). Her failure below to pursue the merits of her claim and her failure here to argue the merits of her claim of error results in abandonment of the issue. *Id.*; *People v Riley*, 88 Mich App 727, 731; 279 NW2d 303 (1979).

Moreover, while plaintiff argues that the trial court failed to decide the question of the value of the inventory left with defendant and whether plaintiff could recover for her loss of inventory, the trial court did in fact address both of these issues. Plaintiff has not specifically challenged the trial court's valuation of the inventory, or its finding that plaintiff could not recover damages for loss of inventory while seeking to recover lost profits or wages. Nor does

plaintiff challenge the trial court's determination that her contract damages would be entirely set off by the amount of unemployment benefits she received. "When an appellant fails to dispute the basis of the trial court's ruling, 'this Court . . . need not even consider granting plaintiffs the relief they seek.'" *Derderian v Genesys Health Care Sys*, 263 Mich App 364, 381; 689 NW2d 145 (2004), quoting *Joerger v Gordon Food Serv, Inc*, 224 Mich App 167, 175; 568 NW2d 365 (1997).

Affirmed.

/s/ Amy Ronayne Krause

/s/ Deborah A. Servitto

/s/ Elizabeth L. Gleicher